

RECORDATION NO. 25227-H FILED

JUN 29 '07 -8 30 AM

SURFACE TRANSPORTATION BOARD

ELIAS C. ALVORD (1942)
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OF COUNSEL
URBAN A. LESTER

June 29, 2007

Mr. Vernon A. Williams
Secretary
Surface Transportation Board
Washington, D.C. 20423

Dear Mr. Williams:

Enclosed for recordation pursuant to the provisions of 49 U.S.C. Section 11301(a) are two (2) copies of a Modification Agreement, dated as of June 12, 2007, a secondary document as defined in the Board's Rules for the Recordation of Documents.

The enclosed document relates to the Memorandum of Master Equipment Lease Agreement previously filed with the Board under Recordation Number 25227.

The names and addresses of the parties to the enclosed document are:

Lender: Banc of America Leasing & Capital LLC
(successor by merger to Fleet Capital Corporation)
One Financial Plaza
Providence, RI 02903

Borrower: The Andersons
480 West Dussel Drive
Maumee, OH 43537

Mr. Vernon A. Williams
June 29, 2007
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A description of the railroad equipment covered by the enclosed document is:

1 railcar RELEASED: AEX 6278; and 1 railcar ADDED: AEX 6512.

A short summary of the document to appear in the index is:

Modification Agreement.

Also enclosed is a check in the amount of \$35.00 payable to the order of the Surface Transportation Board covering the required recordation fee.

Kindly return stamped copies of the enclosed document to the undersigned.

Very truly yours,

A handwritten signature in black ink, appearing to read 'Alvord', with a long horizontal flourish extending to the right.

Robert W. Alvord

RWA/sem
Enclosures

JUN 29 '87 -8 3 0 AM

SURFACE TRANSPORTATION BOARD



One Financial Plaza
Providence, Rhode Island 02903

MODIFICATION AGREEMENT

This Modification Agreement (this "Modification") is made to that certain Equipment Security Agreement No. 33199-00017 dated as of September 27, 2004 (as amended the "Agreement") by and between the undersigned Lender and The Andersons, Inc.

For good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Lender and Customer hereby agree to amend the Agreement by:

- (i) Deleting one (1) 1970 ACF C214 Rail Car AEX 006278; and
- (ii) Adding one (1) 1970 ACF C214 Rail Car AEX 6512.

All capitalized terms used herein and not defined herein shall have the meanings set forth or referred to in the Agreement. Except as specifically set forth herein, all of the terms of the Agreement shall remain in full force and effect and are hereby ratified and affirmed. To the extent that the terms of this Modification conflict with the terms of the Agreement, the terms of this Modification shall control.

Dated as of: June 12, 2007

LENDER:

**BANC OF AMERICA LEASING &
CAPITAL, LLC successor-by-merger to
FLEET CAPITAL CORPORATION**

By: Patricia Smith-Disu
Name: Patricia Smith-Disu
Title: Vice President

CUSTOMER:

THE ANDERSONS, INC.

By: Nicholas C. Conrad
Name: Nicholas C. Conrad
Title: Assistant Treasurer

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Borrower by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Borrower. I further declare under penalty of perjury that the foregoing is true and correct.

By: Nicholas Conrad

Name: Nicholas C. Conrad

Title: Assistant Treasurer

IN WITNESS WHEREOF, each of the undersigned has caused this Memorandum to be executed by a duly authorized officer as of the day and year first above written.

I certify that I hold title set forth below, that this instrument was signed on behalf of the Borrower by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Borrower. I further declare under penalty of perjury that the foregoing is true and correct.

By: _____

Name: _____

Title: _____

I certify that I hold the title set forth below, that this instrument was signed on behalf of the Lender by authority of its Board of Directors and that I acknowledge that the execution of the foregoing instrument was the free act and deed of the Lender. I further declare under penalty of perjury that the foregoing is true and correct.

By: Patricia Smith-Disu

Name: Patricia Smith-Disu
Vice President

Title: _____

CERTIFICATION

I, Robert W. Alvord, attorney licensed to practice in the State of New York and the District of Columbia, do hereby certify under penalty of perjury that I have compared the attached copy with the original thereof and have found the copy to be complete and identical in all respects to the original document.

Dated: _____

6/29/07



Robert W. Alvord